



PERMANENT ENCROACHMENT AGREEMENT

OWNER	Name(s)	Council Resolution	Encroachment Permit No. PE200	APN 04
	Property Address	Insurance	Security	Exhibit
	Mailing Address	Description of Encroachment		
	City State Zip	FEES	City Clerk	\$
	Phone No. (Day/Night)		City Engineer	\$

WHEREAS, this Agreement is between the City of Belmont, a California municipal corporation, hereinafter designated as "City," and _____ hereinafter designated as "Owner," jointly and severally.

WHEREAS, this Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the Owner and upon the successors in interest of the real property described above.

WHEREAS, Owner hereby certify(ies) that he/she is presently the owner-in-fact of the parcel of real property described above.

WHEREAS, Owner desires to install within the public easement, fee title property, or right-of-way adjoining said property the permanent improvement described above and in Exhibit A attached hereto.

NOW, THEREFORE, in consideration for granting permission to install said improvement within the public right-of-way; Owner agrees to each and all of the following:

- begin and complete said improvement to the City's satisfaction within 180 calendar days from and after the passage date of this Council Resolution approving this Agreement; AND
- immediately pay for said improvement upon completion thereof and not allow any lien to be filed with respect thereto, AND
- indemnify, save harmless, and assume the defense of the City from liability and against all actions, claims, demands, proceedings or litigation, whether alleged or adjudged, which may arise by virtue of said improvement, AND

- provide a certificate of liability insurance and certificate of property damage insurance naming the City as additional insured.
- Provide legal description of property (County Clerk requirement).**
- Deposit a faithful performance bond, letter of credit, or cash in an amount equal to 100 percent of the construction cost of the encroachment
- Immediately reimburse City for all costs and reasonable attorney's fees incurred in enforcement of the terms and conditions of this Agreement, AND
- maintain, repair, service and clean the encroachment at the sole expense of the permittee, or, if requested, remove said improvement or portion thereof to the City's satisfaction, AND
- if owner fails to alter or remove as requested by the City, the City shall have the authority to alter or remove the encroachment without compensation to owner or demand that owner alter or remove said improvement at any time and without any prior notice or compensation, AND
- City shall have no obligation whatsoever to accept or maintain said improvement.
- Landscape/irrigation plans required - YES or NO No

This Agreement is mutually agreed upon and between City and Owner and is also subject to all conditions set forth in the Council Resolution approving this Agreement.

IN WITNESS WHEREOF, the Parties have so agreed on the dates set forth in their notarial acknowledgments

OWNER

By _____

By _____

CITY OF BELMONT, a municipal corporation

By _____
City Manager

Attest _____
City Clerk

Please attach Owner's Notarial Acknowledgement on 8 1/2" x 11"